

REQUEST FOR PROPOSALS

“Risk Assessment and Related Consulting Services”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 3000002236

Proposal Due Date/Time: December 6, 2013/3:00 p.m. CST

Issue Date: November 6, 2013

REQUEST FOR PROPOSALS

“Risk Assessment and Related Consulting Services” Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

“Risk Assessment and Related Consulting Services” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

The Louisiana Department of Natural Resources (LDNR) is issuing this RFP on behalf of the Louisiana Department of Environmental Quality. All questions or proposals related to this RFP should be submitted to LDNR as required in Sections 1.4 and 1.5 of this RFP. The contract resulting from this RFP will be between the successful proposer and LDEQ.

1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as “LDEQ”, requires the services of a well-qualified contractor to provide assistance for evaluating solid waste management units, hazardous waste sites, underground storage tank sites, spill sites, and inactive and abandoned sites in terms of their risk to human health and the environment. The goals are to provide assistance in risk assessment, data evaluation, risk characterization and use of the ecological risk assessment methodology. The LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve months (12) months, beginning approximately March 1, 2014, and ending approximately February 28, 2015, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) and the unit rates resulting from the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the LDEQ upon contract award. The LDEQ reserves the right to amend the contract to increase the total contract amount, using the unit rates established in Attachment 2, Schedule of Prices. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Louisiana's Department of Natural Resource's (LDNR) Procurement Division no later than 3:00 p.m. local time on or before November 20, 2013. Do not contact other LDEQ or LDNR program personnel with questions regarding this RFP.**

Questions may be mailed to:

Sharon Schexnayder
Procurement Division
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, LA 70804-9396

or submitted by e-mail to: dnrprocurement@la.gov

Questions will also be accepted by FAX at (225) 342-8700.

Responses to these questions can be accessed by going to www.deq.louisiana.gov/RFP. Additionally, Questions and Answers will also be posted to LaPAC <http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> as an addendum to the RFP. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal shall and five (5) copies of the technical proposal and one (1) copy of financial information, as stated in RFP Section 3.3, should be submitted to the Louisiana Department of Natural Resources (LDNR) Procurement Division, **no later than 3:00 p.m. local time on or before December 6, 2013. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Procurement Division
Louisiana Department of Natural Resources
LaSalle Building
617 N. Third Street, Ste. 1271
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the Department's of Natural Resource's building. Therefore, Proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. The LDNR will not acknowledge by mail or telephone timely receipt of proposals.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received by the LDNR prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any Proposer choosing to withdraw its proposal must submit a written withdrawal request to the LDNR.

1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in the LDEQ's RFP process; however, the LDEQ reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	November 6, 2013	
Deadline for the LDNR receipt of written questions from prospective Proposers	November 20, 2013	3:00 p.m.
Proposal due date and time	December 6, 2013	3:00 p.m.
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately January 7, 2014	
Estimated initiation of the contract period	Approximately March 1, 2014	

1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

Should, Can, May: Denote a preference, not a mandatory requirement

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a Certificate of Authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. The Certificate of Authority must be provided prior to contracting with the LDEQ.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Louisiana Secretary of State's office before contracting with state government. The Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

2.2 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25).

2.3 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the LDEQ before work begins.

2.4 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the LDEQ and will not be returned.

2.5 Request for Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small

entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal <https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self reg> may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the Proposer's ability to meet the requirements of the RFP. The Proposer should demonstrate his understanding of the LDEQ's requirements. Each Proposer is solely responsible for the accuracy and completeness of his proposal.

3.2 Elements for Technical Proposal (Volume I)

Each Proposer should address the elements described by this section in his Technical Proposal in the order listed.

3.2.1 Proposal Cover Sheet

Each Proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

Each Proposer should include a paginated Table of Contents to facilitate locating proposal information.

3.2.3 Scope of Services

Each Proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The Proposer's Scope of Services should be presented in as much detail as judged necessary by the Proposer. An unsupported statement that the Proposer will comply with all the requirements of this solicitation shall not be acceptable.

Each Proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

The Proposer should describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with the LDEQ.

(b) Project organization

The Proposer should provide the following information.

Provide a project-specific organizational chart identifying the **Proposer's key personnel** proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the LDEQ. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position).

(c) Management approach

The Proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

The Proposer should describe the proposed approach to the performance of the technical tasks described in Attachment 1, (SOW). The Proposer should include a description of deliverables to be received by the LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, Statement of Work, Section 3.0 Minimum Qualifications of the Contractor's Personnel, for key management personnel, supervisory personnel and litigation support. The LDEQ will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

The Proposer should describe the qualifications and experience of **all key personnel** designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The Proposer should include résumés (**key**

personnel only) showing each assigned individual's education, registrations, accomplishments, and experience.

3.2.5 Company Qualifications and Experience

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include experience in risk assessment and a strong understanding of data evaluation, exposure assessment, toxicity assessment, risk characterization, and use of the ecological risk assessment methodology. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the LDEQ may be considered by the LDEQ for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken by his company during the past three (3) years from the proposal submittal date. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The Proposer's experience information should be submitted in the tabular format provided in Appendix B, Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the Proposer should provide:

- (1) the name and address of the client (sponsoring agency or company);
- (2) the name, telephone number, and email address of the client's contact person;
- (3) the project title and contract number;
- (4) the starting and ending dates of the project (contract term);
- (5) the total dollar amount of the project; and
- (6) a brief description of the project.

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the LDEQ will contact a representative sample of the listed clients as references during the evaluation process, Proposers should verify that all client contact information and telephone numbers are current.

3.2.6 Subcontractors

Subcontracting or joint ventures will not be allowed.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices. No other format shall be acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the LDNR prior to proposal submission. The LDNR will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

Only Attachment 2, Schedule of Prices will be considered in evaluating the price proposal. The Proposer is advised to not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

The rates provided by the Proposer on Schedule of Prices must include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), and profit.

3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.6), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
 - Notes to the Financial Statements, and
 - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is required, the successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The selected Proposer may be required to provide additional information as requested by the LDNR.

3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the LDEQ records obtained in response to this RFP shall be available to the public. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the LDEQ will determine if the information requires confidentiality.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of the LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by the LDNR and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The scores will be compiled using Table 2. Evaluation Criteria. The responsible and qualified Proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the LDEQ or his designee and the Division of Administration, Office of Contractual Review. The Secretary of the LDEQ or his designee is the only individual who can legally commit the LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of Contractual Review.

4.2 Evaluation Criteria

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Table 2. Evaluation Criteria

CRITERIA	MAXIMUM SCORE
1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	5
2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (Part III, Section 3.2.4).	40
3. Qualifications and relevant experience of the Proposer in providing risk assessment consulting services, particularly to state and federal government agencies (Part III, Section 3.2.5).	20
4. Price (Part III, Section 3.2.7).	25
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	10
TOTAL SCORE	100

4.3 Price Evaluation Calculation

To compare proposers' unit prices, the LDEQ will calculate a total "evaluation price" for each proposal by applying a weighting factor to the proposer's unit rates in each labor category. The weighting factors are listed in Table 3 below. These numbers will be used for evaluation purposes only and represent the relative proportions of work typically performed by the various labor categories based upon past LDEQ experience with similar projects. They are not intended to specify the level of effort to be provided by the Contractor. An "evaluation price" for each proposal will be calculated as the sum of the line totals in Table 3.

Table 3. Information for Price Evaluation

Labor Category	Evaluation Weighting Factors	Proposer's unit rates	Line Total
Project Manager	50		
Toxicologist	500		
Administrative support/clerical support (paraprofessional)	50		
Litigation Support	50		
Travel Time (as required by the Department)	5		
PRICE FOR EVALUATION CALCULATION			\$

To compare proposers' unit prices, each proposer's "evaluation price" will be entered into the following formula:

$$25 \quad X \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}$$

The proposal with the lowest price derived from this calculation will receive the maximum possible points in this category. All other proposals will be rated by multiplying the maximum possible points by a fraction that consists of the price of the lowest price proposal as the numerator and the price of the proposal being rated as the denominator.

4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

4.5 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing the LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all Proposers may be requested to make oral presentations of their proposals to enhance the LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the LDNR's Procurement Division on or before December 20, 2013. Presentations will be made by the selected Proposers on December 27, 2013, at a time assigned by the LDNR.

In the event oral presentations are requested, Proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

4.6 Determination of Responsibility

Determination of the Proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless the LDEQ has first determined that such person or firm is responsible according to the standards described in this section. The LDEQ must find that the selected Proposer:

- (1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The LDNR reserves the right to request additional information to satisfy financial status review requirements.
- (2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and
- (3) is able to comply with the proposed or required time of delivery or performance schedule; and
- (4) has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.7 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the LDNR estimates that the contract will be awarded by approximately January 7, 2014, and will issue a "Notification of Award" letter to the successful Proposer. Unsuccessful Proposers will also be notified of the LDEQ's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

4.8 Protest of the Solicitation or Award

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

4.9 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

**APPENDIX A
PROPOSAL COVER SHEET**

Project Title: "Risk Assessment and Related Consulting Services"

Proposer: Company Name: _____

 Company Address: _____

 Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) ____

 If "Yes", is your Veteran / Hudson Initiative certification attached? (Y/N) ____

Proposer's Contact Person:

Name: _____

Title: _____

Address: _____

Email Address: _____

Telephone No. (_____) _____

FAX No. (_____) _____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (Appendix C).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Signature

Date

**APPENDIX B
EXPERIENCE TABLE**

“Risk Assessment and Related Consulting Services” RFP
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person, Telephone Number and email address	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

APPENDIX C CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2013, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and **Contractor Name, Contractor Address, Tax ID No.** _____ hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as "**Risk Assessment and Related Consulting Services**" with the Purchase Order (PO) Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this PO Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from March 1, 2014 through February 28, 2015. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of Contractual Review and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices. Payment shall be made upon attendance at commencement conference and upon completion and approval of each work order as determined by the Project Manager. Progress payments may be made at the discretion of the Department's Project Manager.

The rates for each line in Attachment 2, Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), and profit.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

<http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Scope of Services, 8.0 Measurement and Payment in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice upon completion of each work order. However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

- (a) the PO number;
 - (b) the name and address of the Contractor;
 - (c) a list of the Work Orders completed by Work Order number and title;
 - (d) the amount requested per Work Order;
 - (e) the total amount requested;
 - (f) the balance remaining in the contract; and
 - (g) supporting documentation for hours billed for travel time and travel expenses (mileage reports and receipts).
- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Underground Storage Tank & Remediation Division.

6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Scope of Services as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor which are reasonably related to this contract.

13. RECORDS RETENTION

The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any

satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

18. COMPLIANCE WITH LAWS AND GRANT(S)

The Contractor and its employees, and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant Nos. RP-96678101 and V-96659201 are being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of these grants. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company official certifies that there is no conflict or violation of the Louisiana Code of Ethics.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope and Limits of Insurance(1) Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit

increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

(4) **Professional Liability**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

(a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any

insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

- (c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- (b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. **Verification of Coverage**

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: Purchase Order # _____

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Renewal of Insurance**

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The

Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

h. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

28. **SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the Contractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal

29. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP

(the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

30. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of Contractual Review. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Vince Sagnibene
Undersecretary
Office of Management and Finance

Cheryl Sonnier Nolan
Assistant Secretary
Office of Environmental Compliance

WITNESSES:

CONTRACTOR:

Company Name

**ATTACHMENT 1
STATEMENT OF WORK**

**“Risk Assessment and Related Consulting Services”
Louisiana Department of Environmental Quality**

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, is responsible for evaluating solid waste management units, hazardous waste sites, underground storage tank sites, spill sites, and inactive and abandoned sites in terms of their risk to human health and the environment. To accomplish this mission, the Department requires the assistance of a consultant with proven experience in risk assessment and a strong understanding of data evaluation, exposure assessment, toxicity assessment, risk characterization, and use of the ecological risk assessment methodology.

1.1 Goal and Objective

The goal is to provide assistance in risk assessment, data evaluation, risk characterization and use of the ecological risk assessment methodology. The objective is to secure the necessary technical expertise and support required to assist Department staff in the assessment of exposure and risk.

Risk assessment is used by the Department to support risk management decisions such as:

- (1) determining if remediation is necessary or not;
- (2) identifying the concentration of contaminants that can be left onsite without having an adverse impact on human health or ecological receptors (i.e., to develop site-specific health-based clean-up levels);
- (3) evaluating ecological risks;
- (4) evaluating the relative risk to human health associated with the implementation of proposed remedial alternatives; and
- (5) evaluating risk with regard to permitting issues.

Additionally, the Department has promulgated regulations for the implementation of a cross-media Department-wide Risk Evaluation/Corrective Action Program (RECAP). This program serves as a consistent framework to address releases to air, soil, and water. RECAP uses risk evaluation to determine if corrective action is necessary for the protection of human health and the environment and to identify constituent levels in impacted media that do not pose unacceptable risks to human health or the environment (i.e., RECAP standards).

2.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment and transportation) necessary to perform the tasks described in this Statement of Work.

The Contractor shall proceed with work only after an approved work order has been issued by the Department (see Section 4.1, Operation of the Contract).

2.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the project or contract. The conference shall be held at the Department's Headquarters in Baton Rouge, 602 North 5th Street. The Department will schedule the conference, prepare an agenda for the meeting, take minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. Attendance by the Contractor's Project Manager shall be mandatory.

The Department reserves the right to waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference has been completed or waived.

2.2 Technical Assistance and Consulting Services

The Contractor shall provide technical assistance and consulting services pertaining to health risk assessment and related areas. These services shall include the following tasks:

- (1) providing technical assistance with the review of work plans and risk assessment submittals to determine compliance with the Department's Risk Evaluation/Corrective Action Program (RECAP) regulations;
- (2) providing consultation and training to selected Department staff regarding RECAP and the risk assessment process;
- (3) providing technical information (e.g., toxicological data), source documentation, and interpretation of said information;
- (4) providing technical assistance pertaining to the evaluation and usability of chemical analytical data and related information associated with risk determinations;
- (5) providing computer access to government databases for toxic compound assessment and characterization;
- (6) providing technical assistance at meetings that involve the assessment of risk at regulated sites;

- (7) providing technical assistance with review and interpretation of selected human health, ecological, and indirect risk assessment work plans and related technical materials received by the Department;
- (8) provide training, including classes, to outside interested parties, as requested by the Department; and
- (9) providing revisions to RECAP.

In addition to the specific services listed above, any other consultation or technical assistance in the area of expertise of the Contractor assigned by the Department shall be provided.

2.3 Attendance at Public Meetings

The Contractor shall attend public meetings, as requested by the Department, to answer questions from the community and local officials regarding the risk assessment.

2.4 Litigation Support

The Contractor shall provide litigation support, as requested by the Department. Litigation support shall include participation in preparatory meetings and discussions with Department personnel, testifying at depositions, administrative and/or judicial hearings and providing records to the Department, administrative tribunal or court upon request.

3.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide a toxicologist with a Ph.D. in Toxicology and a minimum of five (5) years of professional experience in risk assessment and environmental consulting. The toxicologist shall be available to Department personnel on an as needed basis and should be able to physically respond to a critical or emergency situation as quickly as possible. It is highly desirable that the Contractor have a local office.

The Contractor's toxicologist shall be familiar with:

- (1) the Department's perspective on risk assessment and the current RECAP regulation. The current RECAP document may be accessed at:
<http://www.deq.louisiana.gov/portal/tabid/2929/Default.aspx>
- (2) the methodologies and guidelines set forth by the U.S. Environmental Protection Agency (EPA) for the assessment of human health and ecological risks (Section 7.0) including:
 - (a) EPA guidance documents for assessing potential health risks posed by hazardous waste sites;
 - (b) EPA guidance for evaluating ecological risks; and

- (c) EPA guidelines for conducting risk assessments associated with indirect exposure to combustor emissions;
- (3) health and indirect assessment protocols including data evaluation, exposure assessment, toxicity assessment, and risk characterization; and
- (4) the Ecological Risk Assessment methodology.

Because the Contractor will provide technical assistance to the Department with the interpretation of health and ecological risk assessments and related technical materials submitted by responsible parties and their environmental consultants, the Contractor shall have minimal conflicts of interest with parties regulated by the Department.

4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned work orders. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but shall not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to Work Orders or the contract;
 - (c) resolving disputes between the Contractor and the Department; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and conference calls, maintaining communications and coordination with Department personnel, including reporting problems in performing this work, schedule delays and additional costs;
- (4) record-keeping; and
 - (a) preparation and submission of submittals and deliverables.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Department reserves the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written Work Order Reports.

4.1 Operation of the Contract

In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

- (1) The Department will issue a written Work Order signed by the Department's Project Manager (or the designated representative) describing the required tasks, deliverables, and due dates. Multiple Work Orders may be in progress at the same time; however, the Contractor must, both in reporting and billing, segregate activities and charges on a Work Order basis.
- (2) The Contractor shall review the Work Order and submit a written response to the Department within the number of days specified in the Work Order including:
 - (a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal or Department approved substitute personnel are eligible, See Article 28 of the Contract);
 - (b) an estimate of the level of effort (the number of units), the tasks to be performed and the total estimated cost for completion of the Work Order; and
 - (c) a statement that the Contractor has no conflicts with any companies (including Potentially Responsible Parties (PRPs) and their environmental consultants) named in the Work Order or a statement describing the Contractor's relationships with any companies named in the assigned project.
- (3) The Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing.
- (4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all submittals and deliverables to the Department within the established time limits. It is the responsibility of the Contractor to plan and organize his time efficiently in order to meet the Department deadlines and provide a complete set of deliverables for each Work Order. Any additional work and/or costs not addressed in the Work Order shall be approved by the Department prior to the Contractor performing the work and/or incurring additional costs.

- (5) The Department will review completed Work Order deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.
- (6) Upon receipt of the Department's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according to the procedures defined in the contract.

4.2 Work Order Reporting

The Contractor shall prepare and submit to the Department's Project Manager a Work Order Report. The Work Order Report shall be submitted with the monthly invoice. The format of this report may be determined by the Contractor, however, the Department shall reserve the right to require format revisions.

This report shall include the following:

- (1) Contractor's name, address, and the name of the Project Manager;
- (2) Department's Purchase Order (PO) number and project title;
- (3) dates of the reporting period;
- (4) number and title of the Work Order(s);
- (5) amount of funds obligated for each work order and the amount invoiced for each work order to date; and
- (6) a description of all work completed during the preceding month, the status of the work in progress, any problems encountered, the effect of problems/changes on the due dates of deliverables and requests for changes in personnel. (If progress payments will be requested during the performance of a task, the information in the Work Order Report must clearly support the Contractor's request for payment for the corresponding billing period.)

4.3 Deliverables

Deliverables as required by work order specifications shall be prepared by the Contractor and submitted to the Department's Project Manager. The Contractor shall provide one (1) reproducible original and one (1) copy in PDF format for review and approval by the Department's Project Manager. The Department will review the deliverable, provide comments as necessary and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance by the Department. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

4.4 Subcontractors

Subcontractors will not be allowed.

5.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under this contract, the Department shall:

- (1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);
- (2) provide Department materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) issue Work Orders;
- (4) review, negotiate, as necessary, and accept or reject Contractor responses to Work Orders (including cost estimates);
- (5) review required revisions as necessary, and accept deliverables; and
- (6) provide assistance in securing site access for sites assigned by the Department Project Manager for the purposes of evaluating project work.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and shall reserve the right to reject deficient work.

6.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department will monitor the progress and measure the successful performance of the Contractor during the contract by:

- (1) monitoring the Contractor's work through telephone communication, meetings and review of Status Reports;
- (2) ensuring that deliverables are submitted within the timeframe set for in the Work Order; and
- (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

7.0 EPA GUIDANCE DOCUMENTS

As necessary for the implementation of RECAP and for risk assessment related tasks assigned by the Department, the Contractor shall use the guidance, guidelines, and associated reference

materials set forth by EPA for assessing human health and ecological risks. Current EPA risk assessment guidance shall include, but shall not be limited to:

- 1) EPA guidance for assessing exposure and potential health risks posed by chemical release sites:
 - *USEPA Guidance for Data Useability in Risk Assessment*. 1992 (Publication 9285.7-09A).
 - *USEPA Guidelines for Exposure Assessment*, Notice (FR Vol. 57, No. 104, May 29, 1992); EPA/600/Z-92/001.
 - *USEPA Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual, Part A*, 1989 (EPA/540/1-89/002).
 - *USEPA Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual, Part B, Development of Preliminary Remediation Goals*, EPA 1991 (Publication 9285.7-01B).
 - *USEPA Risk Assessment Guidance for Superfund Volume I: Human Health Evaluation Manual (Part E, Supplemental Guidance for Dermal Risk Assessment) Final*. 2004. (EPA/540/R-99/005).
 - *USEPA Risk Assessment Guidance for Superfund: Volume I Human Health Evaluation Manual (Part F, Supplemental Guidance for Inhalation Risk Assessment)*. 2009. EPA/540/R-070-002.
 - *USEPA Risk Assessment Guidance for Superfund Part A - Baseline Risk Assessment Supplemental Guidance/Standard Exposure Factors*, OWSE Directive 9285.6-03, May 1991.
 - *USEPA Benchmark Dose Technical Guidance Document*. 2000. EPA/600/R-00/001.
 - *USEPA Supplemental Guidance for Assessing Susceptibility from Early-Life Exposure to Carcinogens*. 2005. EPA/630/R-03/003F.
 - *USEPA Exposure Factors Handbook, 2011*. (EPA/600/R-090/052F).
 - *USEPA Guidance on Risk Characterization for Risk Managers and Risk Assessors*, 1992.
 - *USEPA Guidelines for Carcinogen Risk Assessment*, 2005. Federal Register 70 (66) 177765-17817.
 - *USEPA. OSWER Final Guidance for Assessing and Mitigating the Vapor Intrusion Pathway Subsurface Sources to Indoor Air*. 2012.

- USEPA. *Guidance for Addressing Petroleum Vapor Intrusion at Leaking Underground Storage Tank Sites*. 2012.
- USEPA. *Land Use in the CERCLA Remedy Selection Process*. 1995. OSWER directive No. 9355.7-04.
- USEPA *Guidelines for the Health Risk Assessment of Chemical Mixtures*, 1986.
- USEPA *Integrated Risk Information System (IRIS) and Provisional Peer-Reviewed Toxicity Values (PPRTV) database*
- USEPA *Integrated Exposure Uptake Biokinetic Model (IEUBK) Model for Lead in Children*. 2010.
- USEPA *User's Guide for the Integrated Exposure Uptake Biokinetic Model for Lead in Children (IEUBK) Windows*. 2007. EPA/K-01/005.
- USEPA *Recommendations of the Technical Review Workgroup for Lead for an Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil*. 2003. EPA/540/R-03-001.
- USEPA *Provisional Guidance for Quantitative Risk Assessment of Polycyclic Aromatic Hydrocarbons*, 1993.
- USEPA. *Provisional Peer-Reviewed Toxicity Values for Complex Mixtures of Aliphatic and Aromatic Hydrocarbons*. Final. 2009.
- USEPA *Mid-Atlantic Regional Risk Assessment Screening Levels (Regions III, VI, IX) User's Guide and Calculator*.
- USEPA *Role of Baseline Risk Assessment in Superfund Remedy Selection Decisions*, 1991, NCP 40 CFR 300.430(e)2 (OSWER Directive 9355.0-30).
- USEPA *Soil Screening Guidance, User's Guide*, 1996 (EPA/540/R-96/018).
- USEPA *Soil Screening Guidance, Technical Background Document*, 1996 (EPA/540/R-95/128).
- USEPA *Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites*. 2001 (OSWER 9355.4-24).
- USEPA *Supplemental Guidance to RAGS: Calculating the Concentration Term*, 1992 (Publication 9285.7-081).
- USEPA *Calculating Upper Confidence Limits for Exposure Point concentrations at Hazardous Waste Sites*. OSWER 9285.6-10. December 2002.

- *USEPA ProUCL Version 4.1 User's Guide. Statistical Software for Environmental Applications for Data Sets with and without Nondetect Observations* 2010. EPA/600/R-07/041.
- *USEPA ProUCL Technical Guide*. 2010. EPA/600/R-07/041.
- *USEPA. Guidance for Comparing Background and Chemical Concentrations in Soil for CERCLA Sites*. EPA 540-R-01-003-OSWER 9285.7-41. September 2002.
- *USEPA. 2010. Recommended Toxicity Equivalence Factors (TEFs) for Human Health Risk Assessments of 2,3,7,8Tetrachlorodibenzo-p-dioxin and Dioxin-Like Compound*. EPA/100/R 10/005.

2) EPA guidance for the evaluation of ecological risks:

- *USEPA Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments*, 1997 (EPA/540/R-97-006).
- *USEPA Guidelines for Ecological Risk Assessment*. 1998 (EPA/630/R-95/002F).
- *USEPA Risk Assessment Guidance for Superfund, Volume II, Environmental Evaluation Manual* 1989. (EPA/540/1-89/001).
- *USEPA Guidance for Developing Ecological Soil Screening Levels (Eco-SSL) Guidance*. 2005.
- *USEPA Framework for Ecological Risk Assessment*. U.S. Environmental Protection Agency, Risk Assessment Forum, Washington, DC, EPA/630/R-92/001, 1992.
- *USEPA Wildlife Exposure Factors Handbook*. 1993, EPA/600/R-93/187.

Although this guidance was developed for use in the remedial investigation/feasibility study process at Superfund sites, EPA considers this guidance applicable for other types of sites where constituents have been released into the environment.

Since the development of these guidelines, other supplemental documents, memoranda, and current updates may have been released by EPA which provide additional guidance on specific health and ecological risk assessment issues.

8.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders in accordance with the rates specified in Attachment 2, Schedule of Prices. Payment may be requested by the Contractor upon successful completion of each Work Order and acceptance of the Work Order deliverable by the Department. Progress payments may be

made at the discretion of the Department's Project Manager as individual tasks are completed.

Payment for work performed under this contract will not exceed the maximum contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in the maximum contract price.

8.1 Commencement Conference

Payment for the Commencement Conference shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge. Payment shall be made for the actual number of hours worked in accordance with the labor category's hourly rate, plus travel time, expenses and mileage provided in Attachment 2, Schedule of Prices. The Department will reimburse the Contractor for a maximum of two (2) Contractor personnel for attendance at the conference. Attendance by the Contractor's Project Manager shall be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice.

If the conference is waived, then the Department will not be invoiced.

8.2 Work Orders

Payment shall be made as a lump sum upon completion of each Work Order or as monthly progress payments as allowed by the Department Project Manager.

The Department does not guarantee performance of the maximum number of hours or the full amount of travel included by the Contractor in his Work Order estimate. Additionally, if during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify the Department immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional hours or travel and a revised Work Order cost estimate. The Department shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

The Department shall reserve the right to terminate Work Orders or to amend an existing Work Order. The Department will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

8.2.1 Travel Time, Expenses and Mileage

All travel time, expenses and mileage must be approved by the Department prior to incurring any costs.

Travel Time (spent in transit), shall be reimbursed in accordance with Attachment 2, Schedule of Prices and the applicable labor category's hourly rate. The Department will reimburse for no

more than eight (8) hours of travel to the site or meeting location(s) and eight (8) hours of travel from the site or meeting location(s) per person.

Reimbursement for air travel will not be acceptable on a routine basis for this work unless supporting documentation shows that it is the most cost effective means of travel.

8.3 Attendance at Public Meetings

Payment for attendance at public meetings shall be made for the actual number of hours worked in accordance with the labor category's hourly rate, plus travel time, expenses and mileage provided in Attachment 2, Schedule of Prices.

8.4 Litigation Support

Payment for litigation support shall be made for the actual number of hours worked in accordance with the labor category's hourly rate, plus travel time, expenses and mileage provided in Attachment 2, Schedule of Prices.

ATTACHMENT 2**SCHEDULE OF PRICES****"Risk Assessment and Related Consulting Services"****Louisiana Department of Environmental Quality**

Line Item No.	Pay Item Description	Payment Unit	Unit Rate ²
1	Project Manager ¹	Hour	
2	Toxicologist ¹	Hour	
3	Administrative Support/Clerical Support ¹ (paraprofessional)	Hour	
4	Litigation Support ¹	Hour	
5	Travel Time (as required by the Department) ³	Hour	

¹ Each labor category's hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed in accordance with the hourly rate provided for the type of work performed, not the individual's customary rate.

² Unit rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), and profit.

³ Travel expenses and other allowable expenses (separate from Travel Time), as required by the Department, shall be reimbursed separately in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

***ALL BLANKS MUST BE COMPLETED**

ATTACHMENT 3

Form A

MONITORING REPORT

Date: _____ Purchase Order No. _____

Contractor: _____

Project Title: " _____ "

Invoice No.: _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Balance: \$ _____

Reporting Period: _____

Total Invoiced to Date: \$ _____

I. WORK COMPLETED TO DATE:

A. **Hourly** (include services performed and number of hours worked).

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. **Tasks and/or milestones accomplished** (give dates)

B. Tasks and/or milestones not accomplished with explanation of assessment of:

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSION OF SPECIAL NOTE

Contractor _____ Date _____
Signature

Approval _____ Date _____
Department Project Manager

ATTACHMENT 5

REQUIREMENTS OF GRANT NO. RP-96678101 & V-96659201

1. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process including posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal date.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the prime contractor awards subcontracts he shall take steps outlined above (a. – e.).
- g. Include in bid documents for subcontractors the negotiated “fair share” percentages:
 - MBE: Construction 13.00%; Supplies 7.00%; Services 21.00%; Equipment 3.60%
 - WBE: Construction 9.00%; Supplies 7.00%; Services 17.00%; Equipment 5.00%

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The prime contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

The prime contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

2. REPORTING REQUIREMENTS

- a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted quarterly for quarters ending Dec. 31st, March 31st, June 30th and Sept. 30th by the Contractor on Attachment 5, Form A within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

- b. Each Contractor must provide their Data Universal Numbering System (DUNS) number by completing Attachment 5, Form B, Transparency Act Reporting Information Form. **This form must be provided to the Department within 30 days upon receipt of a fully executed contract.**

This form should be submitted to:

Louisiana Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

PO No. _____

ATTACHMENT 5
Form A

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: RP-96678101 & V-96659201

1. Procurement Made By	2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
	Sub-Contractor	Minority Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

A = Business Services
B = Professional Services
C = Repair Services
D = Personal Services

DATE: _____

A good faith effort has been made to obtain MBE/WBE vendors _____ Signature _____

____ 1st Qtr (Oct-Dec) ____ 2nd Qtr (Jan-Mar) ____ 3rd Qtr (Apr-June) ____ 4th Qtr (Jul-Sept)

**ATTACHMENT 5
FORM B
TRANSPARENCY ACT REPORTING INFORMATION FORM**

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ Purchase Order Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
-----------	--

DUNS Registration Information: <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	